



# STATE OF MONTANA

## INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

**IFB Number:**  
0810039GU

**IFB Title:**  
Web/Email based Random Moment Sampling Software

**IFB Due Date and Time:**  
September 23, 2008  
2:00 p.m., Local Time

**Number of Pages:** 1-14

### ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Gwen Ungerman

**Issue Date:**  
August 12, 2008

Department of Public Health  
& Human Services  
111 N Sanders  
Helena MT 59601

**Phone:** (406)444-0546  
**Fax:** (406)444-7358  
**TTY Users, Dial** 711

**Website:** <http://gsd.mt.gov/>

### INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND  
RETURN THIS PAGE WITH YOUR BID AND  
ANY REQUIRED DOCUMENTS TO THE  
ADDRESS LISTED ABOVE UNDER "ISSUING  
AGENCY INFORMATION."**

**Mark Face of Envelope/Package:**

**IFB Number:** 0810039GU  
**IFB Due Date:** September 23, 2008  
2:00 p.m., Local Time

**Special Instructions:**

### BIDDERS MUST COMPLETE THE FOLLOWING

**Payment Terms:** Net 30 days

**Delivery Date:**

**Bidder Name/Address:**

**Authorized Bidder Signatory:**

(Please print name and sign in ink)

**Bidder Phone Number:**

**Bidder FAX Number:**

**Bidder E-mail Address:**

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

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## Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids,

alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

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## SECTION 1: GENERAL REQUIREMENTS

### 1.0 INTRODUCTION

The STATE OF MONTANA, Department of Public Health & Human Services(hereinafter referred to as “the State”) is soliciting bids for **Web/Email based Random Moment Sampling Software**. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 CONTRACT TERM

The contract term is for a period of 1 contract year and 4 renewal options. Renewals of the contract, by mutual agreement of both parties, may be made at 1-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of 5 years, at the option of the State.

### COST/PRICE ADJUSTMENTS

**Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

### 1.2 INSTRUCTIONS TO BIDDERS

**1.2.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Gwen Ungerman  
Address: 111 N Sanders  
Helena MT 59601  
Telephone Number: 406-444-0546  
Fax Number: 406-444-7358  
E-mail Address: gungerman@mt.gov

**1.2.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Procurement Officer in writing. The bidder making such request will be solely responsible for its timely receipt by the Procurement Officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.2.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.2.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.2.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

### **1.3 Pre-Bid Question and Answer period**

**1.3.1 Form of Questions.** Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **September 9, 2008, 2:00 p.m., Local Time**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.3.2 State's Response.** The State will provide an official written response by **September 10, 2008 5:00 p.m., Local Time**, to all questions received by **September 9, 2008, 2:00 p.m., Local Time**. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

### **1.4 BID SUBMISSION**

**1.4.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 0810039GU. ***Bids must be received at the Department of Public Health & Human Services Purchasing Office 111 N Sanders Room 8 Helena MT 59601 prior to 2 p.m., local time, September 23, 2008.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.4.2 Late Bids.** ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.4.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.4.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

### **1.5 CHANGE OR WITHDRAWAL OF BIDS**

**1.5.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the Procurement Officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.5.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.6 BID AWARDS**

**1.6.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

**1.6.2 Rejection of Bids.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## **SECTION 2: DELIVERY REQUIREMENTS**

### **2.0 DELIVERY REQUIREMENTS**

**2.0.1 Delivery Date.** The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

**2.0.2 Requested Delivery Date.** The Contractor shall deliver all items described in this bid as soon as possible but no later than 60 days after signing of contract from the State of Montana.

**2.0.3 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the State's premises," as used in this clause, means free of expense to the State and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the State at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

#### **2.0.4 Delivery Locations.**

DPHHS  
Carl McMahon  
111 N Sanders  
Room 6  
Helena MT 59601



## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.0 MEETINGS**

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **3.1 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

### **3.2 INTELLECTUAL PROPERTY**

All patents and other legal rights in or to inventions created in whole or in part under the contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under the contract.

### **3.3 PATENT AND COPYRIGHT PROTECTION**

**3.3.1 Third Party Claim.** In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**3.3.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the contract has been breached.

### **3.4 CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may conduct assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response, and the severity of any negative

performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

### **3.5 TRANSITION ASSISTANCE**

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

### **3.6 CONTRACT TERMINATION**

**3.6.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**3.6.2 Termination for Cause with Notice to Cure Requirement.** The State may terminate this contract for failure of the Contractor to perform any of the services, duties, or conditions contained in this contract after giving the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**3.6.3 Reduction of Funding.** The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason (18-4-313, MCA).

## **SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE**

### **4.0 PRICES**

**4.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**4.0.2 Cost Increase by Mutual Agreement.** After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

### **4.1 SPECIFICATIONS AND PRICING SCHEDULE**

The Department of Public Health & Human Services/ Office of Budget Finance is accepting bids for the Web/Email based Random Moment Sampling Software. DPHHS will be looking at the option of the Contractor providing the Server or using DPHHS internal server; as specified in bid section below. Bid will be awarded to the best option that fits DPHHS needs.

**Name of Service:**

Random Moment Sampling (RMTS) software.

**Purpose:**

Software that will generate random moment sample requests via email to workers on a scheduled basis (e.g. quarterly) for a specific point in time and send sample notifications directly to workers via Email. The workers would be able to enter their responses to the sample through a web link as to what service and activity they are working on at that moment. This will be for a minimum of two state wide sample groups with separate questions and response codes.

**Specifications**

The offeror shall indicate so in a point-by-point response, or utilize the blanket response in each specification, with the following statement:

**(Offeror's Name)" understands and will comply.**

**Example:**

Generate a variable number of samples for any sampling group for unique time periods  
(Jane Doe Inc., Understands an will comply

Or

Ability to automatically send email reminder notices when a call has not responded within 48 hrs and 72 hrs and copy reminder to workers supervisor or any other specified policy contact persons. (Jane Doe Inc., no response within 24 hrs)

**At a minimum the RMTS software and support must provide the following services and features:**

- a) Allow for state definition of fields to be included in the sampling group, question and response code tables.
- b) Data import capabilities for updating sampling individual and their demographics
- c) Generate a variable number of samples for any sampling group for unique time periods.
- d) Ability to replace a generated sample with a new one (cases where data was not updated for new workers, schedules, vacant positions, etc.)
- e) Ability to enter and modify sampling group member demographics manually prior to generating new sample set. Demographics include but are not limited to job codes, worker ID, email address, county codes, etc.
- f) Ability to enter and modify questions and allowable response codes prior to generating new sample set.
- g) Must be multiple levels of administrative access, with a secure sign on required for any access plus configurable policies for designating which system administrator can perform what operations on the web site, such as read-only or reporting only access.
- h) Software must have ability to separately identify different sampling groups of workers (e.g. Social Workers and Eligibility Technicians) for unique time periods. Easy and smooth flowing wizard requiring the worker to respond to one or more questions, to be defined by the state. Such as whether or not they were working on a case, what service and what activity they are performing. The system must not require the worker to identify himself or the sample person they are working with.
- i) Ability for workers to categorize their responses such as by county and region.
- j) Ability to automatically send email reminder notices when a call has not responded within 48 hrs and 72 hrs and copy reminder to workers supervisor or any other specified policy contact persons.
- k) Able to update sample list for worker when position becomes (e.g. vacant) during the calling period.

- l) Accommodate flex scheduling for some individual workers (e.g. working calendar and working hours so each worker, when applicable, will have their own specific working days calendar and working hours).
- m) Software must include interactive web based training (WBT) that is mandatory for each worker to successfully complete prior to the system allowing them to respond to sample requests.
- n) Ability to view on an administrative web page the samples for any given sample pool, and to filter the samples so as to display whether sample has been responded to, who sample is for, the sample ID, date and time, etc.
- o) Have integrated easy access to description of any codes. (e.g., Service codes, Activity codes etc.)
- p) When a service code is selected, the system will only let them choose from the codes that apply for valid combinations. System administrator must have complete control over the individual services, activities and valid combinations of the services and activities
- q) Ability for system administrator to enter case counts or other allocation basis to spread the aggregated responses to different funding sources.
- r) Ability to track and distinguish between on time and late responses, so all responses can be gathered whether they are late or not. Report must distinguish between summaries with on time responses and those with late responses.
- s) Ability for system administrator to manage future email sample request (e.g. add, delete, replace) for workers on vacation, sick, vacant, medical leave or to deactivate worker and reactivate workers that come back to work after such leaves.
- t) Ability to generate reports in a format that will break down data (e.g. funding source, non responses, summaries of response counts by service and activity , supervisor reports by county or region and case counts, worker list, supervisor list, email list, sample reports, worker reports.)
- u) Log of activity for each sampling such as when email generated, sent out, received, responded to and recorded and any sample emails sent back.
- v) Must track errors in email addresses, out of office auto replies and direct replies to the notification emails by forwarding those emails to the system RMS administrators for them to review and act upon
- w) Must provide continual monitoring of the activity for the service, including ensuring that the system is online and operational, especially monitoring the flow of emails back and responses to and from the worker.
- x) Employee response web page must be accessible by clicking on link in the employee email.
- y) Support Monday through Friday 8:00 am to 5:00 pm Mountain Time. Excluding lunch break from 12:00 pm to 1:00 pm and State Holidays
- z) Secure system—meet State security requirements (<http://itsd.mt.gov/policy/software.asp>).
- aa) Access to the system is to be password protected. System users will be able to enter, edit/update and save data in a secure manner. All data will remain the exclusive property of the state. Upon termination or expiration of contract, all data will be returned in a database format requested by the state at no additional charge.
- bb) Maintain an audit trail of all state designated fields for a timeframe approved by the state.
- cc) Maintain accessible history of all data for 6 years.

**Bid based on the ABOVE specifications:**

**\* CONTRACTOR PROVIDES SERVER**

CONFIGURATION COST: \_\_\_\_\_

- ❖ The Contractor shall deliver all items described in this bid as soon as possible but no later than 60 days after signing of contract from the State of Montana.

**Are you able to meet the this timeline? Y / N**

- ❖ Access to the system is to be password protected. System users will be able to enter, edit/update and save data in a secure manner. All data will remain the exclusive property of the State of Montana. Upon termination or expiration of contract, all data will be returned in a database format requested by the state at no additional charge.

**Agree? Y / N**

**Bid based on the ABOVE specifications:**

**\* DPHHS PROVIDES SERVER**

CONFIGURATION COST: \_\_\_\_\_

- ❖ The Contractor shall deliver all items described in this bid as soon as possible but no later than 60 days after signing of contract from the State of Montana.

**Are you able to meet the this timeline? Y / N**

- ❖ Access to the system is to be password protected. System users will be able to enter, edit/update and save data in a secure manner. All data will remain the exclusive property of the State of Montana. Upon termination or expiration of contract, all data will be returned in a database format requested by the state at no additional charge.

**Agree? Y / N**

<b>IFB Checklist</b>
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Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid